

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this 19th day of September 2018, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation (City), and BLAIR, CHURCH & FLYNN CONSULTING ENGINEERS, INC., a California Corporation (Consultant).

RECITALS

City and Consultant entered into an Agreement, dated February 21, 2013, for professional engineering services for the design of plans and general construction document, (Agreement); and

Consultant has completed Part One of the Agreement, with exception to the environmental as noted therein and project management responsibilities; and

Consultant has substantially completed Part Two of the Agreement; and

City and Consultant amended the Agreement on December 11, 2013, (First Amendment) to modify the scope of work and increase the time to complete Part 2 of the Agreement;

City and Consultant amended the Agreement on July 13, 2014, (Second Amendment) to modify the scope of work and increase the time to complete Parts 2 and 3 of the Agreement; and

City and Consultant now desire to modify the scope of work, therein, by requiring additional services.

AGREEMENT

NOW, THEREFORE, the parties agree that the aforesaid Agreement be amended as follows:

1. Consultant shall provide additional services as described in **Attachment A**, attached hereto and incorporated herein by reference. Such additional services shall be completed within 192 calendar days following execution of this Amendment by both parties.

2. Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be a total net fee of \$0.00.


3. In the event of any conflict between the body of this Amendment and any exhibit or attachment hereto, the terms and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the exhibit or attachment. Furthermore, any terms or conditions contained within any exhibit or attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Amendment, shall be null and void.

4. Except as otherwise provided herein, the Agreement entered into by City and Consultant, dated February 21, 2013, and amended on December 11, 2013, and July 13, 2014, remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment at Fresno, California, on the day and year first above written.

CITY OF FRESNO,
A California municipal corporation

BLAIR, CHURCH & FLYNN CONSULTING
ENGINEERS, INC., a California Corporation

By: 
Randall Morrison, P.E.
Assistant Director
Public Works Department

By: 

Name: KARL E KIENDOW

Title: VICE PRES
(If corporation or LLC., Board Chair, Pres.
or Vice Pres.)

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: 


By:  9/18/18 Date
Brandon M. Collet
Sr. Deputy City Attorney

Name: ADAM K. HOLT

Title: CFO
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

ATTEST:
YVONNE SPENCE, CRM MMC
City Clerk

REVIEWED BY:

By:  9.19.18 Date
Deputy


Scott Tyler, P.E.
Public Works Manager

Addresses:

CITY:
City of Fresno
Attention: John Everett, P.E.
2600 Fresno Street, 4th Floor
Fresno, CA 93721-3623
Phone: (559) 621-8701
FAX: (559) 488-1045

CONSULTANT:

Blair, Church & Flynn Consulting
Engineers
Attention: Bradley Kerner, P.E.
Project Engineer
Phone: (559) 326-1400
FAX: (559) 326-1500

Attachment: Attachment A

ADDITIONAL SCOPE OF SERVICES
Attachment A

ADDITIONAL SCOPE OF SERVICES

Consultant Service Third Amendment to Agreement between City of Fresno ("City") and Blair, Church & Flynn Consulting Engineers, Inc., a California corporation ("Consultant")

Peach Avenue Widening Between Jensen and Butler Avenues
Project Title

Consultant (Blair, Church & Flynn Consulting Engineers, Inc., a California corporation) shall perform each of the tasks described below in the proposed scope adjustment for additional engineering services.

Proposed Scope of Additional Engineering Services

Additional CEQA Work

This scope of work covers the revision/update of the September 2014 Initial Study and the preparation and distribution of the Notice of Intent for the Mitigated Negative Declaration by the City and completion of the CEQA process.

Consultant proposes to perform the following scope of services as part of Part 1 of the Agreement.

Initial Study Revision

The Initial Study completed in September 2014 was based on the policies of the now superseded 2025 General Plan and its Master EIR adopted in 2002. The City of Fresno adopted a new 2035 General Plan and Master EIR in December 2014. Consultant will perform the following additional work to revise and update the Initial Study:

- Revise Initial Study in accordance with the policies of the new 2035 General Plan and environmental analysis and mitigating provisions of the new Master EIR.
- Update the air quality and GHG analysis, the noise analysis and the biological evaluation.
- Update the Initial Study with some policy updates to tribal cultural resources (AB 52) and mitigation clarification to reflect the provisions of the new Master EIR. The cultural resources assessment will be used as is, and no updates to this document are included in this amendment.
- Conduct Year 2018 traffic ADT counts along the study area roadway segments previously included in the Traffic Technical Report. Consultant will then update the Traffic Technical Report for the Peach Avenue Widening between Hamilton Avenue and Jensen Avenue dated, April 2013.

CEQA Process

Once the Initial Study and special studies are revised/updated and reviewed by City staff, Consultant will perform the following work items to facilitate the completion of the CEQA process:

- Preparation of Notice of Intent to Issue Mitigated Negative Declaration for City publication in newspaper (Note: City is responsible for publishing costs).
- Distribution of Notice and Initial Study/Mitigated Negative Declaration to responsible, trustee and interested agencies; and to nearby property owners and residents for CEQA-mandated 30-day review period.
- Preparation of responses to any comments received from agencies or individuals during the review period.
- Preparation of a staff report that documents the reasons the adoption of the Mitigated Negative Declaration is appropriate.
- Preparation of a resolution for the adoption of the Mitigated Negative Declaration.
- Attend public meetings/hearings for consideration of the Mitigated Negative Declaration.
- Prepare and file a Notice of Determination for the project (note: The City is responsible for paying the County Clerk and Department of Fish and Wildlife filing fees).

Proposed Compensation and Time of Performance

The Agreement for the project is dated February 21, 2013, and has a total compensation of \$254,800, with a contingency of \$40,000. The First Amendment to Agreement included additional compensation of \$13,400, which increased the total compensation to \$268,200. The Second Amendment to the Agreement included additional compensation of \$26,300, which increased the total compensation to \$294,500, within the contingency amount.

Consultant will provide the additional services described herein for a net adjustment in project fees of \$0.00. Included in this adjustment to the Agreement fees are:

- Remove scope and fees for Parts 4 and 5 from the Agreement from \$36,580 to \$0.00.
- Increase in the Part 1 fee of \$36,580.00.
 - \$37,893.00 in additional fees to revise the Initial Study and process the CEQA document as described in this amendment.
 - \$2,330.00 in additional fees for management of the work associated with Consultant's sub-consultants.

- \$3,643.00 credit in Part 1 for paid invoicing of incomplete environmental work under the 2025 General Plan.

The following table summarizes the current and proposed additional engineering fees and time for the project.

Part	Current Fees (Including First and Second Amendments to Agreement)	Additional Fees for this Amendment	Revised Fees	Current Time (Days)	Revised Time (Days)
1	\$116,300.00	\$36,580.00	\$152,880.00	60	252
2	\$89,460.00	\$0.00	\$89,460.00	65	65
3	\$52,160.00	\$0.00	\$52,160.00	55	55
4	\$8,890.00	-\$8,890.00	\$0.00	N/A	N/A
5	\$27,690.00	-\$27,690.00	\$0.00	N/A	N/A
Totals	\$294,500.00	\$0.00	\$294,500.00	180	372

Consultant estimates the submission of the initial study to the City for review within 120 calendar days from the notice to proceed with the work of this amendment. Consultant estimates an additional 14 calendar days to address the City's review comments, 30 calendar days to distribute the Notice of Intent, 14 calendar days to respond to comments on the IS/MND, and 14 calendar days to prepare the resolution and staff report. It is assumed the City will provide all comments to be addressed in one submission.